

# UNOFFICIAL COPY

TRUST DEED

21 272 078

CHARGE TO CERT

LOAN NUMBER 1450426

Use with notes providing for precomputed interest

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT made August 21, 1970, between

Benjamin Brown, Jr. and Brenda Brown, his wife

herein referred to as "Mortgagors", and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the sum of \$2,376.00 together with delinquency charges as therein provided, evidenced by a certain Note, of or guaranteed by one or more of the Mortgagors of even date herewith, made payable to THE ORDER OF #3 Chicago Midwest Mortgage Investment Corp. a ~~Illinois~~ corporation doing business in Chicago, Illinois, hereinafter sometimes referred to as "Payee", and delivered, in and by which said Note the Mortgagors promise to pay the said sum in installments as follows: one installment payment of \$66.00 on the 28th day of September, 1970, and installment payments of the same amount on the 23rd day of each month thereafter until the entire sum is paid, except that the final installment payment of \$66.00, if not sooner paid, shall be due on the 28th day of August, 1975. All installment payments are payable at such offices as the holders of said note may, from time to time, in writing appoint and in absence of such appointment, then at the office of the payee in said City.

NOW, THEREFORE the Mortgagors, to the intent of the said sum of money and said interest and all other amounts due under said note or judgments obtained thereon in accordance with the terms, provisions and conditions of said note and the performance of the covenants and agreements therein contained, by the Mortgagors do hereby irrevocably and absolutely guarantee to the Holders of the Note in hand paid and other creditors claimants the interest selected is hereby acknowledged, do by these presents GUARANTEE and WARRANT that the Tracts of land and other things therein described Real Estate and all of their estate, right, title and interest therein, situate, being and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to-wit:

Lots 8 and 9 in the Subdivision of Block 4 in Cole and Corey's Subdivision of Lot 3 in Assessor's Division of the West 1/2 of Section 33, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

COOK County Clerk's Office  
500  
21 272 078

which both the property hereinafter described or referred to herein as the premises, together with all improvements, accessories, fixtures, and appurtenances thereto belonging, and all taxes, taxes and profits thereon for so long and during all the term of the Mortgage as may be required, shall be subject to the lien of the Mortgage, which lien shall have priority over all other liens, claims and encumbrances of every kind and character existing or hereafter created, except such as may be lawfully created by the Mortgagors or by their heirs, assigns, or assigns, including the lien of any federal, state or local tax. All of the above premises are declared to be a part of the real estate of the Mortgagors, and it is agreed that all similar agreements, conditions and provisions hereinafter made shall be deemed to be a part of this instrument, and shall be construed as a single and entire part of the real estate.

THE MORTGAGORS HEREBY WARRANT that they have no other, better, or superior right, title, or interest, in the premises, and upon the facts herein set forth, free from all claims and liabilities under or by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and liabilities are hereby expressly waived and renounced.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side) of this trust deed are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written.

SEAL *Benjamin Brown, Jr.* SEAL  
SEAL *Brenda L. Brown* SEAL

STATE OF ILLINOIS



I, Joseph P. Joseph, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Benjamin Brown, Jr. and Brenda Brown, his wife

who are personally known to me to be the same persons whose names are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 21st day of August, A.D. 1970

*Joseph P. Joseph*  
Notary Public.

